

STATE OF TENNESSEE

Office of the Attorney General



SEP 11 11 00

EXECUTIVE SECRETARY

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August 25, 2000

Mr. David Waddell,  
Executive Director  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

Re: BellSouth Telecommunication's Tariff Filing To Reduce Grouping Rates  
In Rate Group 5 and To Implement a 3 Percent Late Payment Charge  
Docket No. 00-00041

Dear Mr. Waddell:

Please accept for filing the documents in the two boxes delivered. Under the Protective Order these documents should be considered and treated as proprietary, even if the particular document is not marked as proprietary.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Vincent Williams".

L. Vincent Williams  
Consumer Advocate

POSTED  
9-20-00

IN THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE

IN RE: )  
BELLSOUTH TELECOMMUNICATION'S )  
TARIFF FILING TO REDUCE GROUPING )  
RATES IN RATE GROUP 5 AND TO )  
IMPLEMENT A 3 PERCENT LATE )  
PAYMENT CHARGE. )

REC'D TH  
REGULATORY  
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CLERK OF THE  
EXECUTIVE SECRETARY  
DOCKET NO. 00-00041

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MOTION TO MODIFY PROTECTIVE ORDER OR CHANGE THE CLASSIFICATION OF  
DOCUMENTS MARKED CONFIDENTIAL

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Comes Tennessee consumers to respectfully move to modify the Protective Order or change the classification of documents marked confidential. For cause Tennessee consumers would show:

1. That Tennessee consumers and BellSouth entered a Protective Order for the purpose of facilitating discovery and the Tennessee Regulatory Authority approved that Order.
2. That the Protective Order provides a blanket for asserting that documents contain confidential information.
3. That the Protective Order requires the party seeking confidentiality to assert confidentiality of documents even if they do not contain confidential information.
4. That the Protective Order provides that any party can seek to modify the Order or remove the protection given documents, prior to a hearing.
5. That prior to the entry of the TRA's oral decision and prior to the entry of the TRA's August 3, 2000 Order, Tennessee consumers had requested BellSouth to provide

Tennessee consumers with copies of documents and contracts BellSouth asserted were confidential.

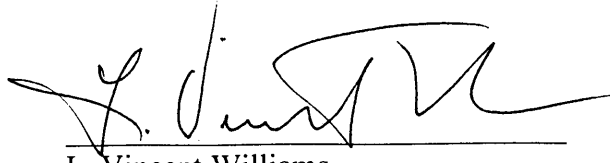
6. That BellSouth promised to provide Tennessee consumers with copies of those documents and contracts prior to the oral decision of the agency and prior to the entry of the written order.
7. That the extension of the agency to rule on matters other than those expressly decided in the Initial Order resulted in BellSouth's failure to deliver the documents earlier despite Tennessee consumers' due diligence.
8. That at the end of the work day of August 23, 2000, BellSouth delivered copies of documents and contracts.
9. That the documents and contracts pertain to agreements BellSouth has with CLEC's and billing aggregators.
10. That BellSouth bills and collects for services rendered by said CLECs.
11. That BellSouth bills and collects for billing aggregators who in turn bill and collect for CLECs.
12. That Tennessee consumers seek to prove as a matter of fact that any privity of contract, if privity exists, is between CLEC's, aggregators, and BellSouth when BellSouth is billing for said CLECs and aggregators.
13. That privity of contract with CLECs and aggregators, in particular interstate CLECs and aggregators arise if at all from the contract consumers have with the CLEC or the originating biller who provides the service to the end user.

14. That Tennessee consumers seek to prove the fact that BellSouth and the CLEC's are independent and exclusive parties to the agreements.
15. That Tennessee consumers seek to prove the fact that third parties have no liability arising under the agreement to BellSouth under the agreements, except as they may have been to the CLEC.
16. That Tennessee consumers seek to prove the fact that BellSouth charges the CLECs and aggregators for the billing and collection function when BellSouth bills for them.
17. That Tennessee consumers again reviewed the contracts after BellSouth's delivery and does not believe that they contain any information which should be confidential.
18. That Tennessee consumers believe that public disclosure is in the public interest.
19. That Tennessee consumers believe that public disclosure will not injuriously affect BellSouth since it is the dominant local service provider.
20. That factoring contracts, or contracts for accounts receivable, by their nature do not expose trade secrets.
21. That factors purchase accounts receivable at a discount and their profit arises from the difference between the discounted price and what is collected.
22. That assignment of accounts receivable to a BellSouth by a billing agent, aggregator, or CLEC does not establish any greater privity of contract than that had with respect to the account assigned.
23. That BellSouth's agreements with CLECs and aggregators are essentially financing agreements between BellSouth and the CLECs and aggregators.

24. That a CLEC has no authority to contractually bind an end user to another company without the express permission of the end user.
25. That BellSouth, if it seeks to maintain confidentiality of the documents should appear and prove that the each provision of the contracts and documents filed by Tennessee consumers on August 25, 2000 should be confidential, are injurious and that disclosure is contrary to the public interest.
26. That BellSouth, if it seeks to maintain confidentiality of the documents should appear and prove that the contracts and documents, as they relate to the billing and collection functions described above and incorporated herein by reference should be confidential, are injurious and that disclosure is contrary to the public interest.
27. That Tennessee consumers should be permitted to disclose in public arguments and in legal documents the terms of the contracts and documents as they relate to the obligations of Tennessee consumers to BellSouth and the obligations of BellSouth to the CLEC's and billing aggregators.

Wherefore Tennessee consumers pray that the Protective Order be modified or that the contracts and documents filed on August 25, 2000 be removed from any confidentiality status.

Respectfully submitted,



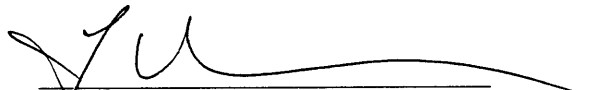
L. Vincent Williams  
Deputy Attorney General - Consumer Advocate  
Consumer Advocate Division  
425 5<sup>th</sup> Avenue, North  
Nashville, TN 37243  
(615) 741-8723  
BPR. No. 011189

Certificate of Service

I hereby certify that a true and correct copy of the foregoing Document has been faxed and mailed postage prepaid to the parties listed below this 25<sup>th</sup> day of August, 2000.

Guy Hicks, Esq.  
Patrick Turner, Esq.  
BellSouth Telecommunications, Inc.  
333 Commerce St., Suite 2101  
Nashville, TN 37201-3300

David Waddell, Esq.  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

  
L. Vincent Williams